

Exhibit A

NUNC PRO TUNC ASSIGNMENT AND TRANSFER AGREEMENT

This *Nunc Pro Tunc* Assignment and Transfer Agreement ("Agreement"), effective as of July 5, 1995 (the "Effective Date"), between Jimmie L. Cox as, Trustee ("Assignor"), and Robert Stephen Ross and Jimmie L. Cox, as individuals (hereafter either "Assignee" or "Assignees").

WHEREAS Robert N. Ross ("Donor") established the Robert N. Ross Revocable Trust, dated May 12, 1994, and the First Amendment to the Trust, dated May 25, 1995 ("the Trust"), and donated his right, title and interest in the Bob Ross Intellectual Property, as defined below, to the Trust for distribution to Assignees;

WHEREAS Pursuant to the Trust, the Trustee shall assign all right, title and interest in the Bob Ross Intellectual Property to the Assignees; and,

WHEREAS Assignor became the Trustee of the Trust upon the death of Robert N. Ross on July 4, 1995.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 "Assigned Property" means all right, title and interest in the Bob Ross Intellectual Property, including the right to sue for past infringements.

1.2 "Bob Ross Intellectual Property" means all intellectual property rights relating to Robert Norman Ross held by the Trust, including all rights, title, interests, goodwill, artist's moral rights, resale royalty rights, and renewal rights, whether vested, statutory, common law, contingencies, or expectancies in any and all intellectual property of which Donor is deemed by law to be the sole or joint author, creator, artist, performer or owner, including, but not limited to, copyrights and trademarks regarding Donor's name, likeness, voice, and visual, written or otherwise recorded works. Such rights extend to all versions, subsidiary, and derivative embodiments of the rights, and the right to license, encumber, pledge, file, register, amend, sell, assign, gift, loan, display, use, reclaim, attached, co-venture, or option such works and rights, including the power to defend, rescind or enforce related contracts or other actions by filing suit in law or equity.

2. *Nunc Pro Tunc* Assignment. Assignor hereby irrevocably and unconditionally assigns, transfers, and conveys to the Assignees and their successors and assigns *nunc pro tunc* as of the Effective Date hereof all right, title, and interest in and to the Assigned Property, with Jimmie L. Cox receiving a fifty-one percent (51%) interest and Robert Stephen Ross receiving a forty-nine percent (49%) interest in said rights and interests in accordance with the Trust.

3. Further Assurances

3.1 Assistance. Assignor agrees to take all action and execute all documents as either Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property to Assignees.

3.2 Power of Attorney. If at any time either Assignee is unable for any reason to secure Assignor's signature for any trademark, copyright, or other documentation relating to the Assigned Property,

Assignor hereby irrevocably designates and appoints either Assignee and its duly authorized officers and agents to act on its behalf to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereof with the same legal force and effect as if executed by Assignor.

4. Miscellaneous

4.1 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.

4.2 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought.

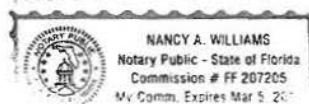
4.3 Severability. If any provision of this Agreement is found to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provisions, and the invalid provision will be deemed severed from this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Nunc Pro Tunc Assignment and Transfer Agreement to be executed on the dates stated below.

Assignor


Jimmie L. Cox, Trustee

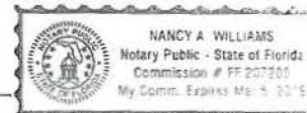
By: 
Date: 5/16/17



Assignee


Jimmie L. Cox

By: 
Date: 5/24/17



Assignee

Robert Stephen Ross

By: 
Date: May 26, 2017

